THE HON'BLE SRI JUSTICE L.NARASIMHA REDDY

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WRIT PETITION No. 9128 OF 2007

Dated 27th April 2007

Between:

M/s.S.R.K.Bhailal Bhai J.V., 1/493, Smith Road,
Nagarajupeta, Kadapa, rep. by its lead partner
Sri S.Ravi Kumar

…Petitioner

and

The Govt. of A.P. rep.by the Secretary,
(Projects), Irrigation & CAD Department,
Hyderabad & others.

…Respondents

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O R D E R:

The petitioner was awarded a contract, in relation to Somasila Project. The work could not be completed within the stipulated time. Therefore, he submitted a representation to the Superintending Engineer, Somasila Project Circle,

the 2nd respondent, for extension of time, beyond the agreement period. Through his letter, dated 11.4.2007, the 2nd respondent informed the petitioner that the power to extend the time of agreement is vested with the government, and the application has to be forwarded to it. However, while listing the steps to be complied with by the petitioner, before making application to the government, the 2nd respondent insisted that the petitioner must furnish a written undertaking, to the effect that he will not claim any extra rate, or

compensation, for the work done, beyond the agreement, either in a Court of law, or before an Arbitrator. Petitioner feels aggrieved by this condition.

Heard the learned counsel for the petitioner and learned Government Pleader for Irrigation.

Even from a perusal of the impugned letter, it is evident that the power to review the time frame, or to extend of the agreement period, is vested in the Government. At the most, the 2nd respondent could have forwarded the application, with necessary enclosures. If any information is lacking, he could have insisted on furnishing the same. Item No.4, mentioned in the impugned letter, is not only beyond the scope of his powers, but also is contrary to the settled principles of law. In case, the competent authority is satisfied with the reasons furnished by the petitioner for seeking extension, they may accede to the request, with or without conditions. The 2nd respondent cannot foreclose the rights of the petitioner, particularly, when he is not the competent authority.

Hence, the writ petition is disposed of, directing that the 2nd respondent shall forward the application of the petitioner, duly ensuring compliance with items 1 to 3, mentioned in the impugned letter, and without insisting on compliance with item No.4, thereof. The 1st respondent shall consider the application, on its own merits, and pass appropriate orders. Till the application is disposed of, the respondents shall not resort to punitive action against the petitioner. There shall be no order as to costs.

27th April 2007

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